



City of YUMA

CITY PROSECUTOR'S OFFICE

190 W. 14th Street
Yuma, AZ 85364
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FOR IMMEDIATE RELEASE

SETTLEMENT REACHED IN STATE V. DONALD SHOOTER

Yuma, AZ (8/23/13) On August 23, 2013 the Yuma City Prosecutor's office announced that Donald Shooter has accepted the terms of a deferred prosecution agreement in regards to the misdemeanor charges arising from the March 22, 2013 incident at the EOC Charter High School, Yuma, Arizona.

The deferred prosecution agreement was reached after consultation and approval by the representatives of the EOC Charter High School and Yuma Police Department.

The terms of the agreement require Donald Shooter to immediately pay \$1,500.00 restitution to the EOC Charter High School and a deferred prosecution fee of \$1,000.00 to the City of Yuma. The deferred prosecution dismisses the charges, but with the condition that the charges may be reinstated within the next twelve months, if Donald Shooter were to violate any criminal law.

A court-stamped copy of the deferred prosecution agreement is attached to this news release.

There is no further comment at this time.

IN THE MUNICIPAL COURT

CITY OF YUMA, COUNTY OF YUMA, STATE OF ARIZONA

2013 AUG 23 AM 11 24

THE STATE OF ARIZONA
Plaintiff

v.

DONALD SHOOTER
Defendant

Docket No. CR2013-1066

DEFERRED PROSECUTION

1. That the State of Arizona agrees to defer prosecution of this case for a period of 12 months from this date by presently dismissing the above entitled action with leave to re-file said complaint, if in the judgment of the City Prosecutor the Defendant fails to abide by the terms/conditions hereof during the period of this agreement.
2. The defendant agrees to abide by the following terms and conditions:
 - a. Defendant shall commit no crimes (felony or misdemeanor) and will be a law-abiding citizen at all times.
 - b. Defendant shall pay \$1,000.00 administrative fee by debit/credit card, money order, cashier's check or cash only; no personal checks will be accepted.
 - c. Defendant shall pay \$1,500.00 restitution to EOC Charter High School.
3. I understand that I am giving up my right to a speedy trial and that the City Prosecutor may proceed with the charges against me at any time during the term of this agreement if he concludes that I have failed to fulfill the conditions above, but that the prosecution cannot proceed on the charges until I have been given a hearing to determine whether or not I have violated the conditions of this agreement. Prior to signing this agreement, I have consulted with my attorney (if applicable) and he/she has approved this agreement as to form and content, and I make this agreement freely and voluntarily and of my own free will.
4. In victim related cases, the victim will receive a notice of this agreement and of victim's rights and right to restitution (if applicable).

DATE: 8/23/13

DATE: 8/22/13

DATE: 8/22/13

JAY R. CAIRNS, PROSECUTOR

DONALD SHOOTER, DEFENDANT

EDWARD NOVAK, ATTORNEY FOR DEFENDANT

SUBSCRIBED AND SWORN to before me this 22nd day of AUGUST, 2013.

My Commission Expires:



NOTARY PUBLIC/COURT CLERK